

## CONTRACT REVIEW SHEET

Person Sending: Billy Wasson	Department Name: Courthouse Square
Date Sent: 12/28/98	

The attached: (CIRCLE ONE)

Approved at Board Session

Contract      Amendment # 5      Grant      Lease

Date: 2-18-99

INCOMING FUNDS? YES NO (CIRCLE ONE)

If incoming funds you must attach a Revenue Management Sheet

*Patricia Miller*  
Chairman

Contractors Name:	Arbuckle Costic Architects, Inc.		
Date From: 11/25/98	Date To: 6/30/99		
Amount of Contract or Amendment: \$4,100.00			
If an Amendment, New Contract Total = \$			
Certificates of Insurance Attached:	Liability (circle one)  Yes No	Workers Comp (circle one)  Yes No	If no insurance attached, why not?

Process taken to select contractor:

Verbal quote: \_\_\_\_\_ Written quote: \_\_\_\_\_ RFP: \_\_\_\_\_ Competitive Bid: \_\_\_\_\_ Renewal: \_\_\_\_\_

(Attach copy for reference)

Description of Contract Services:

Additional Services for Arbuckle Costic to retain Lerch-Bates North America, Inc. for the "design phases" and "construction document phase". Arbuckle Costic will invoice fees to the authorized maximum of \$4,100.00 plus reimbursable expenses as invoiced from Lerch-Bates on a monthly basis.

For Risk Management Use			
Date Risk Received: <u>2/8/99</u>	Date Scheduled on BOC Agenda <u>Consent 2/17/99</u>		
Authorization for Health Administration to sign on behalf of BOC:  yes <input type="radio"/> no <input checked="" type="radio"/>	Additional Comments: _____		
	_____		
	_____		
	_____		
Staff Review Signatures:			
<i>Peggy Mitchell</i>	<u>2-9-99</u>	Fiscal Services	date
Risk Management	date	<i>De Ellen Stonecipher</i>	10 February 1999
General Services	date	Legal Counsel	date

returned to Department/ \_\_\_\_\_ for \_\_\_\_\_ signatures. Copy to Fiscal Services \_\_\_\_\_

AMENDMENT #5

TO  
CONTRACT FOR SERVICES FOR  
ARBUCKLE COSTIC ARCHITECTS

The Contract for Services between Marion County and Arbuckle Costic Architects dated ~~Sept 25, 1998~~, is amended as follows:

MAY 01, 1998 pm

Additional Services for Arbuckle Costic to retain Lerch-Bates North America, Inc. for the "design phases" and "construction document phase". Arbuckle Costic will invoice fees to the authorized maximum of \$4,100.00 plus reimbursable expenses as invoiced from Lerch-Bates on a monthly basis.

See attached letter for more details.

All other provisions of the original agreement remain unchanged and in effect.

Signed this 17<sup>th</sup> day of February, 1999.  
*pm*

Arbuckle Costic Architects

Signature

Title

1/4/99  
Date

Tax ID # 93-1228023

Marion County

Billy Wasson

Salem Area Transit District

John Whittington

Approved as to Form:

Contracts Coordinator

Date:

Legal Counsel

Date:

September 25, 1998

Billy Wasson  
Project Co-Coordinator/Director of Corrections  
Marion County  
4040 Aumsville Highway SE  
Salem, Oregon 97302

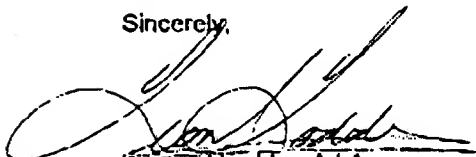
RE: Elevator Consultant  
Courthouse Square  
Project No. 9828.050

Dear Billy:

At the request of the Development Team, we have approached Lerch-Bates North America, Inc., Elevator Consulting Group to provide specialist consulting services for the design of the passenger elevators in Courthouse Square. We have obtained an initial proposal, along with a refinement to that proposal which you will find attached to this letter.

As recorded in the Development Team minutes dated September 17, 1998, Arbuckle Costic Architects has been authorized to retain Lerch-Bates for the "design phases" and "construction document phase" as defined in the attached proposal. Arbuckle Costic Architects will invoice fees to the authorized maximum of \$4,100 plus reimbursable expenses as invoiced from Lerch-Bates on a monthly basis. If this arrangement is acceptable, please sign below and return one copy to our office.

Sincerely,



Leonard Lodder, A.I.A.  
Architect

LL:mh

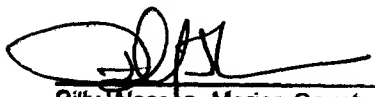
Encl.

cc: John Whittington, Salem Area Transit  
Craig Lewis, Melvin Mark Development Company

9828.1A

TO: Arbuckle Costic Architects, Inc.

We have read the above letter and are authorizing Arbuckle Costic Architects to proceed with the elevator consultant as described herein. Invoices will be billed every month and are due within twenty days from the date of invoice.



Billy Wasson, Marion County

Date


12/30/98



John Whittington, Salem Area Mass Transit

Date

12/30/98



KIM ARBUCKLE, AIA  
ALAN E. COSTIC, AIA  
WILLIAM F. BOENIGER, JR., AIA  
CLYDE W. VOISE, AIA  
MARK M. PORTER, AIA  
LEONARD LODDER, AIA  
ROBERT S. KATHLEIN, AIA

ARBUCKLE COSTIC ARCHITECTS, INC.

300 State Street  
Salem, OR 97301-3533  
503-581-4114 Fax: 503-581-3655  
E: info@acarch.com



**Lerch Bates North America, Inc.**  
Elevator Consulting Group

September 11, 1998

NP-4/91

Mr. Leonard Lodder, AIA  
Arbuckle Costic Architects, Inc.  
363 State Street  
Salem OR 97301-3533

Re: Courthouse Square  
Salem, Oregon  
Vertical Transportation Equipment Consulting Services  
New Equipment Services  
Proposal #300650

I. BASIC SERVICES

Lerch Bates North America, Inc.-Elevator Consulting Group (LBNA-ECG) agrees to furnish consulting services on the vertical transportation equipment for the Courthouse Square Building, Salem, Oregon, as follows:

A. Design Phase

1. Provide phone consultation with the Architect and/or Owner, and Design Team members to discuss the project program and establish design requirements. Unique requirements of the building or anticipated occupancy and their influence on the vertical transportation systems are identified at this time.
2. Establish the analysis design criteria.
3. Utilize the selected design criteria and projected populations to conduct a vertical transportation equipment analysis. Select and recommend the most-viable alternatives.
4. Submit a letter report based upon the analysis and preliminary planning indicated on the schematic architectural drawings. Report shall:
  - a. Define the selected design criteria and terms.
  - b. Establish criteria to obtain proper levels of vertical transportation service.
  - c. Review results of computer and/or manual study and analysis calculations.
  - d. Recommend solutions.



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LBNA #300650  
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B. Construction Documents Phase

5. Provide architectural layout drawings for the vertical transportation equipment. Provide written comments along with advice, assistance or information on any items related to the drawings, as requested by the Architect. NOTE: Drawings can be provided on the Architect's vellums.
  - a. Provide information for interface with other engineering disciplines; i.e., structural, electrical, and mechanical requirements.
  - b. Verify conformance with related codes.
6. Prepare a detailed and complete performance-based specification in the standard format of LBNA-ECG. The specification shall include specific performance criteria, require compliance with current codes, and establish the equipment quality level. Include a continuing-after-installation preventive maintenance agreement and bid form. Bid documents shall be configured to encourage competitive bidding.

C. Bidding and Negotiation Phase

7. Provide assistance on any bidding matter. Such assistance shall include:
  - a. Consultations on bidding procedure.
  - b. Evaluation of the bids, clarifying exceptions and ambiguities with the Bidders, and submittal of written recommendations.
  - c. Contract negotiations assistance, including conducting bid review meetings.
  - d. Development of material/delivery construction schedule.

D. Construction Services Phase

8. Review shop drawings submitted by Elevator Contractor for code and contract document compliance. Review comments shall be incorporated on one sepia and two blue line drawings.
9. Conduct one (1) construction review to determine that work is proceeding in accordance with the Contract Documents and in general conformity with the intent of the design concept. Submit written reports which shall include the following:
  - a. Lists of nonconforming conditions.
  - b. Percentage of equipment and components on the site and installed.
  - c. Identification of equipment or components not on the jobsite which could affect the installation schedule.

**B** Lerch, Bates & Associates Inc.

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10. Conduct a final installation review to document equipment compliance and performance with the contract requirements. Provide the Architect with a written report covering the measured performance data and itemized deficiencies. Make one additional review per elevator group to verify compliance with the deficiency report. (The job should then be substantially complete and operating in accordance with specified performance guarantees.) If additional reviews are required, they shall be billed as Additional Services.

## II. FEE

The fee shall be \$7,140.

The fee schedule for each Phase of work is listed below:

DESIGN PHASE	\$1,500
CONSTRUCTION DOCUMENTS PHASE	\$2,600
BIDDING AND NEGOTIATION PHASE	INCL
CONSTRUCTION SERVICES PHASE	<del>\$3,040</del>
TOTAL	\$7,140 <del>\$1,100</del>

Travel, lodging, parking, document reproduction, special document handling, any applicable local service/sales tax, and other authorized expenses are not included in the contract fee and shall be billed at cost plus a 10% handling charge.

## III. TERMS

### A. Progress Payments and Penalty for Unpaid Balances

Progress payments shall be requested as work is accomplished, payable upon receipt. After 60 days from the invoice date, interest at a rate of 1% per month on the unpaid balance shall be added to the invoice amount as a late payment charge.

### B. Documents

Reports, drawings and specifications prepared by LBNA-ECG as instruments of service are not to be used on other projects or extensions to this Project except by written agreement and with appropriate compensation to LBNA-ECG.



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#### C. Additional Services

Services which materially increase the scope of Basic Services shall be billed as Additional Services. If authorized by the Client, they shall be paid for as a separate fee.

#### D. Insurance and Liability

During the period this contract is in force, Lerch Bates North America, Inc. shall carry Workmen's Compensation Insurance (statutory limits), Automobile Liability Insurance of \$1,000,000 and General Liability Insurance in the amount of \$2,000,000 including \$1,000,000 Excess Liability, and \$1,000,000 Professional Liability Insurance. Insurance Certificates shall be submitted to Arbuckle Costic Architects, Inc. In the event of insurance cancellation, the Client shall be given 30 days' written notice by the Underwriter.

#### E. Responsibility

It is expressly understood, in consideration of the performance of the services enumerated herein at the price stated, that Lerch Bates North America, Inc. assumes no liability on account of accidents to persons or damage to property, except for liability caused by negligent acts or omissions of Lerch Bates North America, Inc., their employees or agents.

Your own responsibility for property damage or for accidents to persons while riding in or being on or about the vertical transportation equipment referred to herein is in no way affected by this agreement. Lerch Bates North America, Inc. shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts or by any other cause which is unavoidable or beyond its reasonable control or in any event for consequential damages. No work, service or liability on the part of Lerch Bates North America, Inc., other than that specifically mentioned herein, is included or intended.

#### F. Extent of Agreement

This agreement, when signed and accepted below, constitutes exclusively the contract between the parties hereto and all prior representations or agreements, oral or written, not incorporated herein, are superseded.

#### G. Extent of the Law


This agreement shall be interpreted in accordance with the laws of the State of Washington as interpreted by a judge in Snohomish County.

DEC-21-98 MON 15:56

ARBUCKLE COSTIC ARCH INC

FAX NO. 5035813655

P. 19/20

 **Lerch, Bates & Associates Inc.**

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H. Proposal Expiration Date

This proposal expires 60 days from September 11, 1998.

FOR: ARBUCKLE COSTIC ARCHITECTS INC.

FOR: LERCH BATES NORTH AMERICA  
ELEVATOR CONSULTING GROUP

ACCEPTED

ACCEPTED

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TONY WEISS  
TITLE: DISTRICT MANAGER

DATE: \_\_\_\_\_

DATE: September 11, 1998